in the instant case *held* the statute invalid in that it allowed an attorney's fee though the claim asserted is an excessive one and on this ground it seems that such is the proper holding and that the decision is in accordance with the views so far expressed by the United States Supreme Court on the subject. *St. Louis, I. M. & S. Ry. Co.* v. *Wynne* (*supra*); *Seaboard Air Line Co.* v. *Seegers* (*supra*).

CONTRACTS—EXISTING LEGAL OBLIGATION AS CONSIDERATION.—Defendant had leased premises for a term of five years, beginning 1912, at the rate of $134 per month. In 1914 "he found it difficult to pay his rent and was often in arrears." Consequently plaintiff, the lessor, "agreed to 'cut the rent' to $75 per month" and accepted this amount monthly for a year. He then insisted on the original $134 but finally agreed to accept $100 per month. The lease having been terminated, the lessor now sues to recover the difference between the monthly sums of $75 and, later, $100 actually paid, and the stipulated $134. *Held,* plaintiff could not recover. *Brackett & Co.* v. *Lofgren,* Minn. (1918), 167 N. W. 274.

This case involved again the struggle between precedent and practicality in respect to consideration. Doing what one is already legally bound to do is not accepted by courts generally as consideration for a promise. The court, in the principal case, cites "a long line of cases * * * holding that payment by the debtor and receipt by the creditor of a part of a liquidated demand is not a satisfaction of the whole although the creditor agrees to accept it as such." While the courts persistently repeat this rule, they as consistently criticize it and avoid its application wherever possible. See 14 MICH. L. REV. 480; 16 ID. 180, and authorities cited in the principal case. The rule applies to cases in which the obligation is a debt already owing, *Bunge* v. *Koop,* 48 N. Y. 225; *Leeson* v. *Anderson,* 99 Mich. 247; and to those where the obligation is the duty to perform some act, *Foxworthy* v. *Adams,* 136 Ky. 403; *Schriner* v. *Craft,* 166 Ala. 446. But the principal case holds that it does not apply when the new promise itself, as well as the existing obligation, has been performed; that is to say, when the new agreement has been executed on both sides. To utilize this exception the court must have treated the agreement of 1914 as a new contract to lease the property for $75, in substitution for the original lease. There is nothing to indicate that the parties intended more than the simple agreement to accept $75 in lieu of $134 due,—except the desire of the court to avoid the rule. There is exact precedent cited, however. Compare, *Hastings* v. *Lovejoy,* 140 Mass. 261.

CONTRACTS — PROMISE TO CONTINUE SALARY OF EMPLOYEE ENLISTING IN SERVICE.—Defendant District Council issued a circular to teachers in its service stating that "the Authority * * * decided to pay the salaries of those teachers who are serving or who may volunteer for service with H. M. Forces during the war in accordance with the following resolution, namely:—'That all persons in the employ of the Authority who have been or may be called out for active service during the present war be granted